MULTIMEDIA UNIVERSITY

STUDENT IDENTIFICATION NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 3, 2022/2023

BBL2614 – BUSINESS LAW

(All sections/ Groups)

05 October 2023
09:00 a.m. – 12:00 p.m.
(3 Hours)

INSTRUCTIONS TO STUDENTS

1. This Question paper consists of 3 pages (including the cover page) with 4 Questions only.

2. Answer **ALL** questions. All questions carry equal marks and the distribution of marks for each question is given.

3. Please write all your answers in the Answer Booklet provided.

QUESTION 1 (25 MARKS)

(a) Allan and Sonia went on a business trip to London. She requested her friend Grace to look after the house during her absence. A few days later, there was a notice from the Income Tax Department wherein it was stated that Sonia had to pay the Income Tax Department within a week and that failure to clear the tax payment would entail a fine or prosecution. Grace borrowed RM2,000 from her neighbor and paid the Income Tax. Sonia returned home and promised Grace that she would pay RM2,000 to her. Grace sued Sonia for the promise that she made. Will she succeed?

(10 Marks)

(b) Discuss the general rule of consideration and the exceptions to the general rule that an agreement made without consideration is void.

(15 Marks)

QUESTION 2 (25 MARKS)

(a) Sara bought a woolen T-shirt manufactured by Sasamee Sdn. Bhd. from John's retail store in Cyber Jaya. The day after first wearing the shirt, she contracted dermatitis. The illness was extremely serious and lasted for approximately a year. Discuss whether Sara has any right of action.

(10 Marks)

(b) The Sale of Goods Act 1957 operates to protect parties that are involved in commercial transactions. It implies specific terms that are for the sale of goods. Discuss the implied conditions under the Sale of Goods Act 1957 by referring to relevant statutory provisions and decided cases.

(15 Marks)

QUESTION 3 (25 MARKS)

(a) Explain the statutory rights of the hirer after the repossession of goods under the Hire Purchase Act 1967.

(10 Marks)

(b) Quiney appointed Jenab as her agent to sell Quiney's bungalow. Jenab received an offer for the sum of RM1 million from Rajawali to purchase the house "subject to contract". A few days later, a higher offer was made for RM1.2 million but Jenab did not inform Quiney about the second offer. After signing the contract of sale between Quiney and Rajawali, she discovered that Jenab had not informed her that she had received the higher offer. Advise Quiney.

(15 Marks)

Continued...

QUESTION 4 (25 MARKS)

(a) Chua drew a cheque for RM500.00 from Bank Chempaka in favour of Ganesan. Ganesan altered the amount on the cheque to RM5000.00 and endorsed the cheque to Kumar. When Chua found out about this, he sued Kumar to recover the money. Advise Kumar.

(10 Marks)

(b) Discuss With reference to the decided cases, discuss the concept of *uberrimae fidei* and the duty of disclosure of an insured person under the insurance law.

(15 Marks)

End of Paper.